**NO COMPLAINTS COVENANT SAMPLE**

**THIS DEED** dated the [day] of [month] [year]

**PARTIES**

1. [Insert name of person agreeing to be covenanted] **Covenantor**

2. [insert name of person benefiting from the covenant] **Covenantee**

**RECITAL OF FACTS**

1. Covenantor is registered as proprietor of the estate described in the First Schedule (**Servient** **Land**).
2. The Covenantee is registered as proprietor of, or is entitled to occupy and use the land, more particularly described in the Second Schedule (**Dominant** **Land**).
3. The Covenantor has agreed with the Covenantee to accept restriction upon the Servient Land for the benefit of the Dominant Land.

**COVENANTS**

1. The Covenantor for itself and its successors in title to the Servient Land covenants and agrees with the Covenantee and its successors in title to the Dominant Land, that the Covenantor will from the date of this Deed and at all times from now on observe and perform the stipulations and restrictions contained in the Third Schedule such that each of the stipulations and restrictions shall, in the manner and to the extent prescribed, forever inure for the benefit of, and be appurtenant to, the whole of the Dominant Land and every part of that land.
2. This Deed shall be registered against the estate described in the First Schedule by the Covenantor immediately following execution, and the provisions of this Deed shall run forever in favour of the registered proprietor of the Dominant Land or any part of that land from time to time.

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| **FIRST SCHEDULE**(Serviant Land) |
| **Certificate of Title**  | **Lot and Deposited Plan Number**  |
| **SECOND SCHEDULE**(Dominant Land) |
| **Certificate of Title**  | **Lot and Deposited Plan Number**  |
| **THIRD SCHEDULE** |
| The Covenantor acknowledges and agrees that: 1. The Covenantee owns and operates [describe activity on the Dominant Land] on the Dominant Land.
2. Noise generation is an unavoidable effect of such an orchard operation, including without limitation, noise from the operation of agrichemical sprayers, tractors, harvesters, pruners, motor bikes, frost protecting windmills and/or frost fans and bird scaring devices (including without limitation propane gas canons, electronic bird distress calls, horns and sirens).
3. Agrichemicals are necessary for orchard operations. In particular herbicide spraying during [insert broad range of the dates of spraying] and [insert other types of spray for example Hi-Cane] spraying during [insert broad range of dates of spraying].
4. The operation of the [insert other components for example a packhouse, accommodation, orchard toilets, shelter] is a permitted activity conducted in accordance with the [insert name of the District the activity / orchard is in] District Plan, or in accordance with resource consents to which the Dominant Land is subject.

The Covenantor agrees and covenants that: 1. The Covenantor will allow the Covenantee to carry on the operations of the [describe activity on the Dominant Land] without interference or restraint from the Covenantor.
2. The Covenantor will not, so long as the operations of the [describe activity on the Dominant Land] are carried on in accordance with the [insert name of District] District Plan or any replacement plan, or conditions of resource consents bring any proceedings for damages, negligence, nuisance, trespass or interference arising from the use of the [describe activity on the Dominant Land].
3. The Covenantor will not:
4. make nor lodge; nor
5. be party to; nor
6. finance nor contribute to the cost of;

any submission, application, proceeding or appeal (either pursuant to the Resource Management Act 1991 or otherwise) designed or intended to limit, prohibit or restrict the continuation of the operations of the [describe activity on the Dominant Land] on the Dominant Land, including without limitation any action to require the Covenantee to modify the operations carried out on the Dominant Land. The covenants on the part of the Covenantor are to continue to apply so long as the [describe activity on the Dominant Land] are operated on the Dominant Land notwithstanding any intensification in or change of method of operation of the [describe activity on the Dominant Land]. |
| **SCHEDULE A** |
| **Registered Properties**  | **Certificate of Title** |
| **SIGNED** by the CovenantorBy Full name of director/authorised signatory Full name of director/authorised signatory | (Signature of director/authorised signatory)(Signature of director/authorised signatory)Witness [if signed by an individual or not a director of a body corporate]Signature of witness­­­­­­­­­­­­­­­­­­­­­­­­­­­­­Full name of witnessOccupation of witnessAddress of witness  |